

County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

REQUEST FOR PROPOSALS

REHABILITATION THERAPY SERVICES

For The

MERCER COUNTY GERIATRIC CENTER

Located At

2300 HAMILTON AVE, HAMILTON, NJ 08619

To Be Received On

MAY 12, 2008



Prepared By: Robert F. Ecroyd

CC2007-

ADVERTISEMENT

REQUEST FOR PROPOSAL

Notice is hereby given that on, May 12, 2008 at 3:00 PM, sealed proposals will be received by the Administrator at the Mercer County Geriatric Center, 2300 Hamilton Avenue, Hamilton, New Jersey at which time and place bids will be opened and read in public for:

REHABILITATION THERAPY SERVICES

Specifications, Instructions and Proposal Forms may be obtained at the Office of the Administrator at the Mercer County Geriatric Center during office hours.

Express Mail shall be addressed to the Administrator, 2300 Hamilton Avenue, Hamilton, New Jersey 08619. Proposers are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

COUNTY OF MERCER, NEW JERSEY

INTRODUCTION

The Mercer County Geriatric Center is a not for profit, sub-acute and skilled nursing facility. It is presently operating 180 of its 240 licensed beds. The Nursing Units of the Mercer County Geriatric Center are housed in a two-story building that is divided into four distinct Nursing Units of 60 beds each. Each Nursing Unit is subdivided into two Districts of approximately 30 beds each. The facility is presently operating only three of the four nursing units.

Through this RFP, MCGC seeks to secure a provider with expertise and experience in the delivery, management, supervision, monitoring and provision of Physical, Occupational, and Speech Therapy Services. Service must be of the highest quality, cost-effective to the County of Mercer and efficient. Proposals must specify any deviation from the requirements outlined in this RFP.

The Rehabilitation Therapy Contractor must provide services sufficient to meet all the requirements and needs of the Mercer County Geriatric Center as required by Federal, State, Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and New Jersey Department of Health and Senior Services (DOH) laws, rules, regulations and standards, plus requirements specified in this RFP.

ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of the RFP. They will apply to the RFP process, the subsequent contract and the project's production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of contract. The final contract will incorporate by reference all the stipulations, requirements, provisions, etc in total of the Request for Proposal for this service and allow for only the successful respondent's billing / pricing proposal cost form and the cost of services figure that will not be exceeded in the years of the contract.

SCHEDULE

A schedule has been established for respondent proposals, proposal review, contractor selection, project initiation and completion. The following dates have been established:

ACTIVITY

DATE

Receipt of Proposals

May 12, 2008

Contract Period Begins

July 16, 2008

PROPOSAL SUBMISSION INFORMATION

Submission Date and Time:

All proposals shall be received and opened on Monday May 12, 2008.

Submit One (1) Original and five (5) copies. Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Robert F. Ecroyd, Hospital Administrator, at Mercer County Geriatric Center, 2300 Hamilton Avenue, Hamilton, NJ 08619. The original proposal shall be marked to distinguish it from the copies. Responses delivered before the submission date and time specified may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal(s) involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

In order to ensure that all future correspondence is directed to the correct person and address, please provide the following information:

- Name of Company
- Correspondence Address (including Zip Code)
- Contact Person's Name and Title
- Telephone Number
- Fax Number
- Cell Phone Number
- Email Address

USING DEPARTMENT INFORMATION

The County of Mercer has designated the following personnel as their representatives regarding this RFP. Please direct all questions in writing to: Robert F. Ecroyd, Hospital Administrator, at the Mercer County Geriatric Center, 2300 Hamilton Avenue, Hamilton, NJ 08619. Fax # 609-586-4030.

It is suggested that all respondents inspect the Mercer County Geriatric Center to familiarize themselves with the conditions. Please contact the administrator at 609-588-5802 to arrange an inspection.

INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

STATUTORY AND OTHER REQUIREMENTS

Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004.

Pay to Play

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

MULTIPLE PROPOSALS NOT ACCEPTED

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

FAILURE TO ENTER CONTRACT

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

COMMENCEMENT OF WORK

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

CHALLENGE OF SPECIFICATIONS

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Administrator, Mercer County Geriatric Center, no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

PAYMENT

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- Claims filed or responsible evidence indicating probability of filing claims;
- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

ESTIMATE OF QUANTITIES

The County of Mercer reserves the right to increase or decrease the quantities as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor give cause for liability for damages.

COST LIABILITY AND ADDITIONAL COSTS

The County of Mercer assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

OWNERSHIP OF MATERIAL

The County of Mercer shall retain all of its rights and interest in and to any and all documents and property both hard copy and digital furnished by the County of Mercer to the contractor, for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the County of Mercer at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of the County of Mercer, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project. The contractor shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the County of Mercer.

SUBCONTRACTORS

The County of Mercer will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services. The primary contractor will not be permitted to add to or substitute subcontractors, which are shown on the list submitted with the RFP response, without obtaining prior written approval from the County of Mercer, Mercer County Geriatric Center.

**IMMIGRATION AND NATURALIZATION LAWS AND CRIMINAL BACKGROUND CHECK
(AS APPLICABLE)**

The vendor must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer property and will not employ individuals who are not properly registered with the United States Citizenship and Immigration Service. Successful proposer will provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form to the County of Mercer, Mercer County Geriatric Center, at least ten (10) days prior to any of its employees being permitted to work under this contract on County of Mercer property.

The vendor must contact the New Jersey State Police to perform a Criminal Background Check on each potential employee to work under this contract on County of Mercer property. A copy of the results of the Criminal Background Check must be provided to the County of Mercer, Mercer County Geriatric Center, at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must also inform the County of Mercer of all Immigration and Naturalization status changes and arrests of its employees working under this contract on County of Mercer property for the duration of the contract. In this regard, the vendor shall make quarterly inquiry of all employees working under this contract as to any Immigration and Naturalization changes and employee arrests.

The vendor must provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form and the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve T(12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:
http://www.state.nj.us/lps/njsp/about/serv_chrc.html#instruct

INSURANCE AND INDEMNIFICATION

The contractor covenants and agrees that at least twenty-one (21) days prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is an "ADDITIONAL NAMED INSURED WITH RESPECT ONLY TO LIABILITY COVERAGES AFFORDED BY THE POLICY.

Said liability insurance shall be the Comprehensive General Liability form including Premises Operations and include Independent Contractors, Products/Complete Operations, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual.

A certificate of insurance for workers compensation shall also be provided to the County If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the County of Mercer in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or harm to person or property during the course of the work herein covered and his or her responsibility.

The contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by vendor or all other persons which arise from or in any manner grow out of any act or neglect on or about the said premises by the contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors and vendors. This indemnification clause shall also include any and all claims and costs of same against the County, involving environmental impairment.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided the County of Mercer when required. In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured.

COMMENCEMENT OF WORK

The contractor agrees to commence work on the project July 16, 2008.

GENERAL CONSIDERATIONS

Competitive Contracting is a formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules. The process utilizes an RFP containing thoroughly developed specifications and scope of services, criteria for evaluating proposals and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on price and other factors.

PROVIDING INFORMATION

Information will be made available at the County Office during regular business hours. The County shall provide access, within reason, and at no cost to the Contractor, to all information on file with the County and needed by the Contractor to complete the Project.

PROPOSAL REQUIREMENTS

Qualification Statement

A Qualification Statement is to be provided for the Respondent who will serve as the Prime Contractor and all Subcontractors. This statement shall set forth brief details of the firms' principal activities, the number of personnel in the firm and their associated for classifications, and the firm's locations. Identify prior project experience. Please provide a list of all clients in the State of New Jersey for whom similar services have been provided.

- Project name and description
- Name of contracting company or government agency
- Contact person's name, position and current telephone number
- Dates, cost and scope of service
- Status and comments

National Provider Identifier

The Respondent must provide, at the time of submittal of a proposal, their National Provider Identifier (NPI) number.

Location of Servicing Office

The proposal must list the location and address of the present, active office, which will service and manage this project.

Key Personnel Information

The Respondent shall provide the identity and the professional credentials of the principals and other key personnel working for the Contractor. The following key Project personnel shall be identified:

Project Manager –This individual will be responsible for the overall scheduling, coordination, and completion of services and will serve as the single point of contact between the County, the Contractor and Subcontractors.

Method of Accomplishment

The RFP responses shall contain a narrative description of the proposed approach to the project. Restating of the RFP will be considered an unacceptable response.

This section shall include a listing of the resources identified for use in the project.

Project Level of Effort

The proposal shall include a project level of effort estimate based on, and corresponding to, the Scope of Service provided in this RFP and the Respondents Method of Accomplishment section. The estimate shall contain a task-oriented schedule, which identifies milestones and their proposed initiation and completion dates.

SCOPE OF SERVICES

- Contractor shall provide Occupational, Physical, Speech and Restorative Therapy as prescribed by the resident's attending physician.
- Contractor shall provide onsite licensed Occupational, Physical and Speech Therapist with adequate training and in number to provide Rehabilitation Services at MCGC as needed by MCGC's patients.
- Contractor shall help develop and participate fully in the operation and guidance of the Restorative Care program that encompasses all residents at MCGC.
- Contractor shall provide a therapy aide to transport residents to and from therapy treatment.
- Contractor shall provide and maintain current documentation in each individual resident's chart reflecting treatment, progress and evaluations in accordance with the requirements of the Federal and State Governments, Medicare, Medicaid and of other third party providers.
- Contractor shall develop written Occupational, Physical and Speech Therapy policies and procedures and after obtaining the Facility Administrator's approval of each item, implement and integrate these guidelines into the daily operation of the department.
- Contractor shall screen all residents annually, upon admission to the facility, upon an incident of a fall, and when triggered by facility staff for potential functional change.
- Contractor shall promote the resident's ability to adapt and adjust to living as independently and safely as possible.
- Contractor shall focus on achieving and maintaining the resident's optimal physical, mental and psychological functioning.
- Contractor shall improve or maintain the resident's function in physical abilities and prevent further impairment.
- Contractor shall provide treatment for joint replacement, hip fractures, other orthopedic surgical procedures, stroke and post cardiac rehabilitation.

- Contractor shall conduct monthly reviews of all residents' charts and medical records to affect better therapy in consultation with physicians, nurses, etc.
- Contractor shall perform their services primarily between the hours of 7 AM to 7 PM daily, Monday through Friday. Some night and weekend work will be required on an as needed basis.
- Contractor shall serve on the Performance Improvement Committee and indicate, prior to committee meetings, which of your staff members will attend a specific meeting. Provide written reports for each meeting to the Hospital Administrator or designee and the committee.
- Contractor shall serve on the Safety Committee and indicate, prior to committee meetings, which of your staff members will attend a specific meeting. Provide written reports for each meeting to the Hospital Administrator or designee and the committee.
- Contractor shall attend the Daily/Weekly utilization review meetings.
- Contractor shall attend the morning management "stand up" communication and department head meetings.
- Contractor shall assist in training programs for nurses and aides, etc. Submit written reports of specifics to be incorporated into training.
- Contractor shall assure compliance with the New Jersey Department of Health and Senior Services' regulations.
- Contractor shall assure compliance with the Federal Government's Conditions of Participation Regulations with regard to Therapy Service.
- Contractor shall participate in the facility's marketing and community awareness projects.
- The contractor must have all staff, equipment and systems in place prior to the commencement of the contract and be ready, willing, and able to deliver services for each resident at that time.
- The contractor must provide staff necessary to support the operation of the program at MCGC.
- The contractor will only employ individuals who are licensed under New Jersey State law; the vendor will provide copies of all valid licenses upon award of contract.
- The contractor will provide educational instruction to his/her licensed professional staff to meet the Advisory Survey Regulation Standards.
- The contractor shall participate as an integral member of the interdisciplinary team during patient care conferences.
- The contractor shall comply with all tuberculosis testing of each of its employees as required and will offer Hepatitis B inoculations to all its employees.

- The contractor shall maintain in full force and effect, at their own cost and expense, malpractice liability insurance for all professional staff in the amount of \$1,000,000.00 for each occurrence. A certificate of liability insurance shall be forwarded by the contractor to the County and updated annually.
- The contractor shall insure that its employees have a good working knowledge of systems and regulations governing documentation, billing, OSHA, and HIPAA.
- Healthcare Insurance Portability Accountability Act - Contractor must have policies in place to maintain privacy of resident health information.
- The contractor must comply with the Facility's anti-theft policy, which must be stringently enforced.
- Respondents may be required to present, explain, and / or clarify their proposal to a selection committee
- The successful respondent, at the proposed price, shall furnish all items, which are necessary in order to provide a complete system whether or not all details of the materials and equipment are specified herein.

PRICING PROPOSAL

The contractor must submit a cost proposal and budget narrative. All pricing must be in compliance with New Jersey State and Federal rules and regulations relating to compliance for Medicare and Medicaid. All prices must indicate compliance with the Healthcare Insurance Portability and Accountability Act (HIPAA) and compliance with the Office of the Inspector General (OIG) Guidelines.

The contractor will invoice the MCGC for services provided to all residents regardless of their payer type. The contractor will submit monthly all the required billing information and invoices for services rendered to MCGC patients during the previous month. Invoices will be submitted in accordance with the agreed upon rates and percentages of the current Medicare fee schedule for the specified payer types and for non Rehab RUG scores and Medicaid patients the contractor will bill the facility on the agreed upon cents per minute basis. The contractor must offer their pricing proposal on a separate sheet of paper and in the format illustrated below (Proposal Cost Form).

The contractor will at its own expense prepare and submit its billing information in an electronic format compatible with the facility's MDI Achieve Patient Accounting computer system and also pay for the facility's software installation and monthly maintenance fee of the program modification to accept the billing information in the electronic format.

If the Contractor receives payment from MCGC for Services, reimbursement for which Services is thereafter denied or recaptured by an applicable third-party payer and such denial or recapture is attributable to the acts or omissions of the Contractor in (i) rendering Services that were not medically necessary or (ii) not providing timely, accurate and complete invoices or other documentation of Services necessary for MCGC to submit claims for payment or reimbursement of such Services (a "Denied Claim"), the Contractor shall promptly credit the portion of the Denied Claim actually received by it to MCGC.

MCGC shall provide the contractor with a copy of any written or electronic notice from any third party payer or other source of a Denied Claim for Services rendered under this Agreement.

Proposal Cost Form

Payer Type	Rates / Fees
Medicare Part A	
RUG Score – RUX	Rate per day
RUG Score – RUL	Rate per day
RUG Score – RVX	Rate per day
RUG Score – RVL	Rate per day
RUG Score – RHX	Rate per day
RUG Score – RHL	Rate per day
RUG Score – RMX	Rate per day
RUG Score – RML	Rate per day
RUG Score – RLX	Rate per day
RUG Score – RUC	Rate per day
RUG Score – RUB	Rate per day
RUG Score – RUA	Rate per day
RUG Score – RVC	Rate per day
RUG Score – RVB	Rate per day
RUG Score – RVA	Rate per day
RUG Score – RHC	Rate per day
RUG Score – RHB	Rate per day
RUG Score – RHA	Rate per day
RUG Score – RMC	Rate per day
RUG Score – RMB	Rate per day
RUG Score – RMA	Rate per day
RUG Score – RLB	Rate per day
RUG Score – RLA	Rate per day
RUG Score – Non Rehab	Cents per minute
Medicare Part B	Percentage of Medicare Fee Schedule
Medicaid	Cents per minute
Private Pay	Percentage of Medicare Fee Schedule
Commercial Insurance & HMO	Percentage of Medicare Fee Schedule

DURATION OF CONTRACT

It is the Mercer County Geriatric Center's intent to award a contract for a period of two years, with option to extend for one year, commencing July 16, 2008.

EVALUATION, REVIEW AND SELECTION PROCESS

All proposals received by the deadline will be reviewed first for substantial compliance with this RFP and for fulfillment of the mandatory requirements. Proposals that are late, non-compliant, or fail to meet the minimum mandatory requirements will not be evaluated.

The written proposals will be evaluated and graded in accordance with the Evaluation Criteria listed below. The vendors whose proposals are determined to be reasonably susceptible of being selected may be invited to make an oral presentation.

The purpose of the oral presentation is to allow the evaluation committee to learn more about the information contained in the written proposal. No additional material need be prepared or submitted. Equipped with more complete information, the Evaluation Committee will then grade each vendor according to the same criteria listed.

An Evaluation Team will review all proposals to determine if they satisfy the proposal requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking Respondent will then be recommended by the Evaluation Team to the Mercer County Board of Chosen Freeholders for award of contract.

The criteria considered in the evaluation of each proposal are outlined below. The arrangement of the criteria is not meant to imply order of importance in the selection process. The criteria weighting will be presented at the scheduled opening of proposals. All criteria will be used to select the Successful Respondent.

Understanding of the Requested Work: This will be based on the quality of the content of the RFP and the Respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with the instructions and requests issued in the RFP. Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives? Is the vendor's proposal complete and responsive to the specific RFP requirements? Non-compliance with the significant instructions will be grounds for disqualification of proposals.

Knowledge and Professional Competence: This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements. The prospective contractor will be evaluated on suitability for the tasks required. Proposals should contain complete discussions regarding technical processes and qualifications. Has the past performance of the vendor's proposed methodology been demonstrated? Receipt of high quality service is of great importance to the County. Disregard of this directive may disqualify the Respondent from further consideration.

Ability to Provide the Service in a Timely Manner: This is based on the estimated duration of the tasks and overall schedule and the Respondent's ability to accomplish these tasks as stated. Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation? The County is interested in the ability of the Contractor to provide the service in a competent and expeditious manner based on the workload of the firm, availability of qualified staff, equipment and facilities.

Management, Experience and Personnel Qualifications: Operational expertise of the firm shall be demonstrated by past successes providing government agencies, private companies and Mercer County Geriatric Center with similar services. The Contractor will be evaluated on knowledge, experience, prior collaboration and successful completion of services similar to that requested in this RFP. What has been the contractor's history of performance at the Mercer County Geriatric Center regarding supervision of employees, billing and reporting procedures, adherence to rules and regulations, inspection results and deficiencies, and timely responses? Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? Does the vendor document industry or program experience?

Cost of Service: This criteria includes but is not limited to: the direct cost to the facility, the billing rate and arrangements for private pay patients, the billing rate and arrangements for Medicare patients, the billing rate and arrangements for Medicaid patients, the billing rate and arrangements for commercial insurance and HMO Patients and the soundness and reasonableness of the overall cost proposal. How does the cost compare to other proposals? Full explanation: is the price and its component charges, fees, etc. adequately explained and documented according to the pricing proposal clause of this RFP? Does the proposal include quality control and assurance programs? Does the vendor have sufficient financial resources to meet its obligations?

Notice of Award

The Successful Respondent will be notified of the award of contract upon a favorable decision by the Board of Chosen Freeholders

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals.

The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Qualification Statement	_____
Key Personnel Information	_____
Cost Proposal Form	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Affirmative Action Statement	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Language	_____
Stockholder Disclosure	_____
References	_____
NJ Business Registration	_____
Notice of Pending Disclosure Requirement	_____
Insurance Certificates	_____
National Provider Identifier	_____

COUNTY OF MERCER
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed: _____
Title: _____
Printed Name: _____
Date: _____
Company: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MERCER SS:

I, _____ of the City of _____,
in the County of _____, and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____
the vendor making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Mercer relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ (Name of Vendor)

Signed: _____
(also type name of affiant under signature)

Subscribed and sworn to before me

This _____ day of _____, 20____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20____

NON-COLLUSION AFFIDAVIT

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

For those wishing the complete context of the EEOC Guidelines, contact the Director of Economic Opportunity, Mr. Charles Hill, 609-989-6555, 640 South Broad Street, Trenton, NJ 08650-0068.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The County shall, as soon, practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ADVISORY
Notice of Pending Disclosure Requirement
“Pay to Play”
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The first annual disclosure report will be due in 2007. The report will include certain contributions and contract information for calendar year 2006.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us. If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700

An analyst from ELEC’s Special Programs Section will assist you.

FORM NOT REQUIRED IF NO ADDENDA ISSUED
STOCKHOLDER DISCLOSURE CERTIFICATION

STOCKHOLDER DISCLOSURE CERTIFICATION

FAILURE TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

LEGAL NAME OF BIDDER: _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

☐ Non-Profit Corporation

☐ Other _____

COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

Stockholders:

Name: _____

Name: _____

Address: _____

Address: _____

Signature _____ Date _____

Printed Name & Title _____

EXCEPTIONS (IF NONE, PLEASE SO STATE)

PROPOSAL (MUST BE MODIFIED FOR EACH TYPE OF PROPOSAL)

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

REHABILITATION THERAPY SERVICES

SIGNATURE

CONTRACT LENGTH:_____

AMOUNT OF PROPOSAL \$ _____

TOTAL AMOUNT IN THE WRITTEN WORD

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at _____

COMPANY _____

ADDRESS _____

ADDRESS _____

FEDERAL I.D. OR SS# _____

PRINT NAME _____

TELEPHONE _____

TELEFASCIMLE _____

E-MAIL _____

DATE _____

PLEASE PROVIDE REFERENCES OF PROJECTS IN SIMILAR SCOPE AND COST

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
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CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

FOLLOWING FOR EVALUATION COMMITTEE (INTERNAL)

EVALUATION COMMITTEE CONFLICT OF INTEREST STATEMENT

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

SIGNATURE

DATE